

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

GREATER NEW YORK MUTUAL  
INSURANCE COMPANY,

*Plaintiff*, : Civil Action No. 2:17-cv-07879-KSH-CLW

v.

COLONY INSURANCE COMPANY,

*Defendant/Third-Party Plaintiff*,

v.

MID-CONTINENT ASSURANCE AND  
MID-CONTINENT EXCESS &  
SURPLUS INSURANCE COMPANY,

*Third-Party Defendants.*

**STIPULATION OF DISMISSAL WITH PREJUDICE**

IT IS HEREBY STIPULATED by and between the parties hereto that:

1. All parties to this action acknowledge that all cross-claims or other claims for relief by or between Eden Lane Condominium Association, Inc., Taylor Management Company, Steurer and Sons Construction, LLC and/or Harrington Construction Company (defendants in the underlying action styled as Javaise Katz and Paul Katz v. Taylor Management Company, et al. v. Steurer & Sons Construction LLC, et al., filed in the Superior Court of New Jersey for Morris County (Docket No. MRS-L-2206-15) (hereinafter the “Underlying Action”), including any and all claims for contribution, contractual, and/or common-law indemnification and any related insurance procurement, additional insured coverage rights, or similar issues, have been dismissed, with prejudice, in the Underlying Action by stipulation, agreement, and/or by operation of law.

2. All parties to this action acknowledge that all claims by Paul and/or Javaise Katz (plaintiffs in the Underlying Action against Eden Lane Condominium Association, Inc. i/p/a Eden Lane Condo, Taylor Management Company, Steurer and Sons Construction, LLC and/or Harrington Construction Company have been settled and dismissed, with prejudice, in exchange for settlement payments made to those underlying plaintiffs by Greater New York Mutual Insurance Company (the Plaintiff herein, on behalf of its insureds, Eden Lane Condominium Association, Inc. and Taylor Management Company), Colony Insurance Company (the Defendant herein, on behalf of its insured, Steurer and Sons Construction, LLC) and Mid-Continent E&S Insurance Company (a Third-Party Defendant herein, on behalf of its insured, Harrington Construction Company, Inc. i/p/a Harrington Construction).

3. All parties to this action acknowledge and warrant that all expenses and costs relating to the defense and settlement of the Underlying Action, except for any deductible or retrospective or composite premium, have been borne solely by the insurers in this action, on behalf of their respective insureds, and agree that no deductible or retrospective or composite premium has or will be borne by any party to this action.

4. In consideration of the claims, compromises, payments, and dispositions referred to above, all claims, cross-claims, counter-claims or related causes of action by and/or between any of the parties to this litigation, including but not limited to any related claims for attorneys' fees or costs incurred in connection with this action, IT IS HEREBY STIPULATED, by and between the parties hereto, that the above-captioned matter shall be and is hereby dismissed, with prejudice, with each party to bear its own fees and costs.

**GREATER NEW YORK MUTUAL INSURANCE COMPANY**      **STEWART SMITH**

By:

*Jonathan Messier* 7/28/19

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**BONNER KIERNAN TREBACH & CROCIATA, LLP**

By:

*Alexander H. Gillespie*

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(973) 335-8480

SO ORDERED:

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United States District Judge